

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Purchase Agreement for a Permanent Drainage Easement Needed in Conjunction with the County Road 427, Phase III, Road Improvement Project

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Jerry Matthews

**EXT:** 5646

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County for property needed in conjunction with the County Road 427, Phase III, Road Improvement Project.

District 4 Carlton D. Henley

Jerry McCollum

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**BACKGROUND:**

This Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County is for property necessary to provide an outfall for Pond Number 6 constructed in conjunction with the County Road 427, Phase III Road Improvement Project (Capital Improvement Project #00007001) (State Road 434 to Longwood/Lake Mary Road). The owner agrees to sell and convey said property by Drainage Easement, free of liens and encumbrances, to Seminole County for \$5,000. This property, which is approximately 672 square feet, will be used to discharge treated stormwater from Pond Number 6 in conjunction with the County Road 427, Phase III, Project.

A Budget Amendment Request to move these funds from another project into the appropriate account line to complete this transaction is being processed through Fiscal Services concurrent with this agenda item.

**STAFF RECOMMENDATION:**

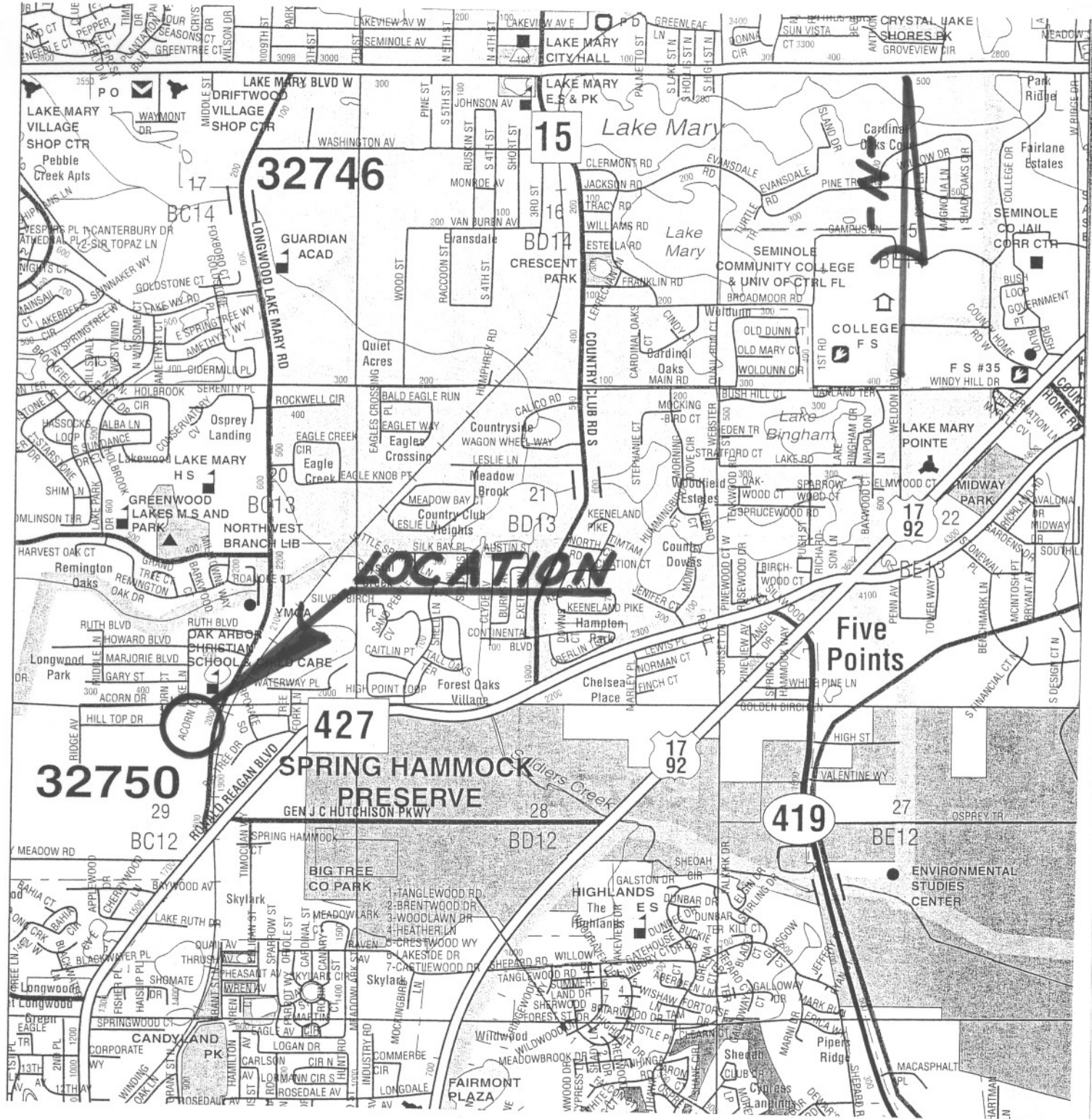
Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County for property needed in conjunction with the County Road 427, Phase III, Road Improvement Project.

**ATTACHMENTS:**

1. Location Map
2. Purchase Agmt - Permanent Drainage Esmt - CR 427-3

**Additionally Reviewed By:**

- ☒ Budget Review ( Fredrik Coulter, Lisa Spriggs )
- ☒ County Attorney Review ( Matthew Minter )



# LOCATION MAP

## PURCHASE AGREEMENT FOR PERMANENT DRAINAGE EASEMENT

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of September, 2007, by and between **LONGWOOD/LAKE MARY, LLC**, a Florida limited liability company, whose address is 6355 Metro West Boulevard, Suite 330, Orlando, Florida 32835, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

### WITNESSETH:

**WHEREAS**, the COUNTY requires the hereinafter described property for a stormwater drainage project in Seminole County, Florida;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

#### I. LEGAL DESCRIPTION

See attached Exhibit "A".

Parcel I.D. Number: 29-20-30-300-0020-0000  
20-20-30-502-0000-0020

#### II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property by permanent and perpetual easement, free of liens and encumbrances, unto COUNTY for the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). The above amount includes all compensation due to the OWNER as a result of this acquisition for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for payment of recording fees and for recording the Drainage Easement, attached hereto and incorporated herein as Exhibit "B", in the official records of Seminole County, Florida.

(c) OWNER shall be responsible for OWNER's own attorney's fees and costs, if any, to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II(a) above, upon the proper execution and delivery to the COUNTY of Exhibit "B" and any other instruments required to complete the above purchase and sale.

(b) OWNER agrees to remove from the Drainage Easement area any personal property or vegetation, if any, that it wishes to relocate.

(c) Any and all encroachments existing within the Drainage Easement area other than those improvements, if any, included in the purchase price are to be removed at the expense of the OWNER.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Drainage Easement which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(f) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(g) The COUNTY shall be solely responsible for all of COUNTY activities conducted within the Drainage Easement area. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

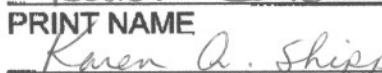
(h) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

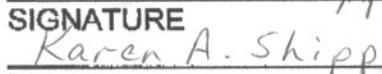
**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

**WITNESSES:**

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
PRINT NAME

**PROPERTY OWNER:**

LONGWOOD/LAKE MARY, LLC  
a Florida limited liability company

By:   
\_\_\_\_\_  
NANCY ROSSMAN, Manager

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
County Commissioners at its \_\_\_\_\_,  
20\_\_, regular meeting.

\_\_\_\_\_  
County Attorney

SED/lpk  
8/7/07

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**Attachments:**

- Exhibit "A" – Legal Description
- Exhibit "B" – Drainage Easement

Prepared by and return recorded copy to:  
Susan E. Dietrich  
Assistant County Attorney  
Seminole County Services Bldg.  
1101 East First Street  
Sanford, Florida 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 11<sup>th</sup> day of September, 2007, by and between LONGWOOD/LAKE MARY, LLC, a Florida limited liability company, whose address is 6355 Metro West Boulevard, Suite 330, Orlando, Florida 32835, hereinafter referred to as the "GRANTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct, repair, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

See Composite Exhibit "A," attached hereto and incorporated herein.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

The GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said easement and right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, repair, or maintenance of the drainage system or any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns agree not to build, construct or



create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere with the location, excavation, operation, repair, or maintenance of the drainage system or any structures installed therein or thereon.

The GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The GRANTEE, as further consideration for this grant of easement and right-of-way to the extent and within the limits specified by Sec. 763.28, Florida Statutes, shall assume all public liability or other responsibility for the excavation, construction, repair, and maintenance of said drainage system, including appurtenant structures, at all times and the GRANTOR shall be held harmless therefrom.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal in the day and year above written.

Karen Eaton  
Witness

Karen A. Shipp  
Print Name

Karen A. Shipp  
Witness  
Print Name

LONGWOOD/LAKE MARY, LLC

By: Nancy A. Rossman, Manager

Date: 9/11/07



STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 11 day of September, 2007, by Nancy A. Rossman, as Manager of Longwood/Lake Mary, LLC, who is personally known to me or who has produced as identification and who did take an oath. He/She have acknowledged before me that he/she has executed the foregoing instrument as such managing member in the name and on behalf of Longwood/Lake Mary, LLC.

[NOTARY SEAL]



Karen Eaton  
Notary Public signature

SED/lpk  
7/12/07

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Attachment:

Composite Exhibit "A" - Legal Description



LEGAL DESCRIPTION

THAT PORTION OF LAND LYING IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS BOOK 1925, PAGE 920 LESS OFFICIAL RECORDS BOOK 1921, PAGE 1097 AND OFFICIAL RECORDS BOOK 1922, PAGE 1807, ALL BEING OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA. ALSO SHOWN ON THE RIGHT-OF-WAY MAP OF COUNTY ROAD 427, PHASE III, PREPARED FOR SEMINOLE COUNTY BY SOUTHEASTERN SURVEYING & MAPPING CORP.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE RUN S00°24'37"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 SAID SECTION 29 A DISTANCE OF 1175.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN N89°32'21"E ALONG SAID NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET A DISTANCE OF 11.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET RUN N00°09'55"E A DISTANCE OF 45.46 FEET TO A POINT ON THE SOUTH LINE OF RETENTION POND NO. 6, AS SHOWN ON THE ABOVE MENTIONED RIGHT-OF-WAY MAP; THENCE RUN S85°39'34"E ALONG SAID SOUTH LINE DISTANCE OF 15.04 FEET; THENCE RUN S00°09'55"W A DISTANCE OF 44.20 FEET TO A POINT ON SAID NORTH LINE; THENCE RUN ALONG SAID NORTH LINE S89°32'21"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 672 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

SURVEYOR'S NOTES

- 1. THIS IS NOT A SURVEY.
- 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
- 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

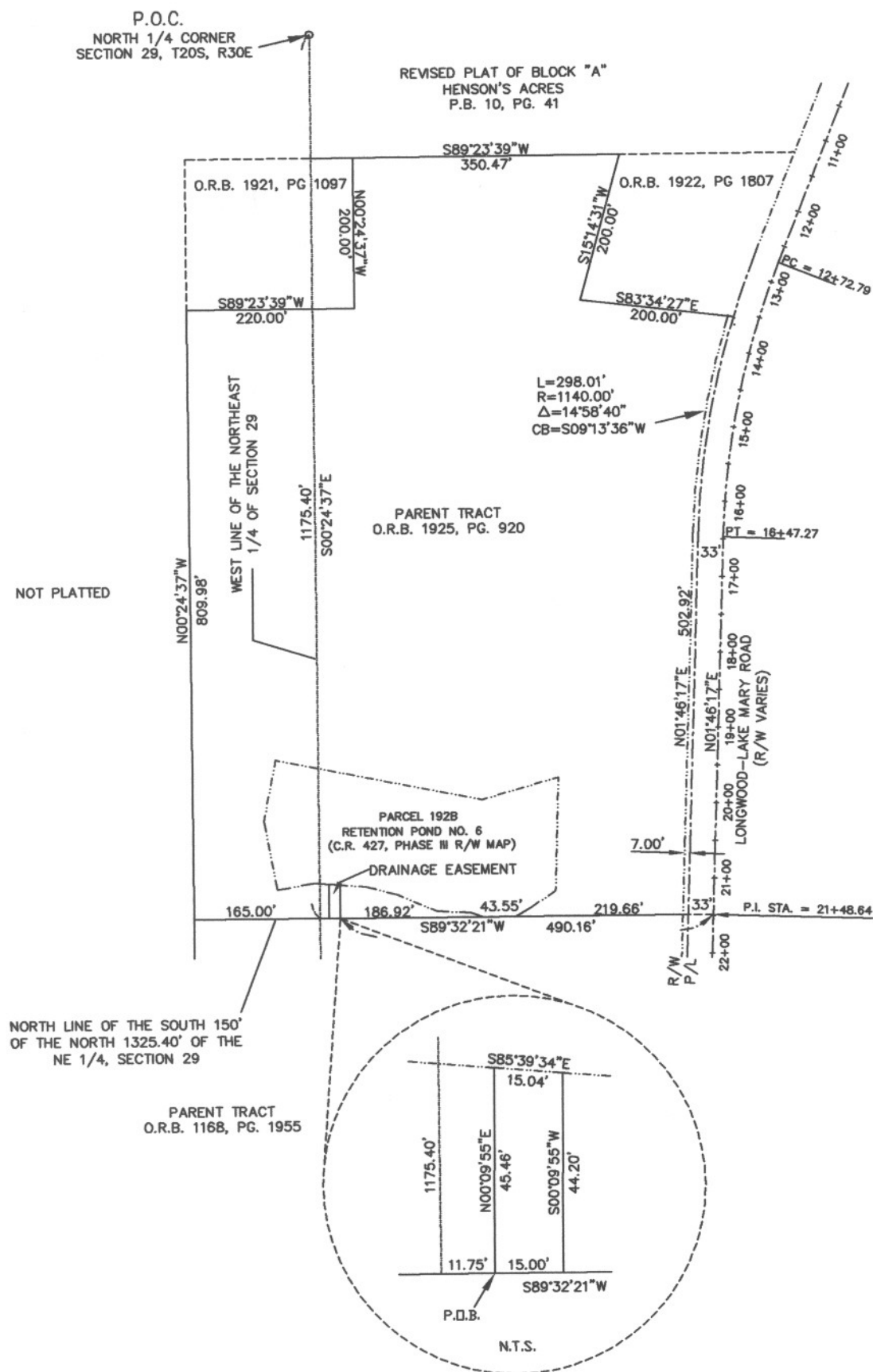
BEARINGS BASED ON :

WEST LINE OF THE NORTHEAST 1/4 OF SECTION 29,  
TOWNSHIP 20 SOUTH, RANGE 30 EAST AS BEING  
S00°24'37"E.

REVISIONS

|                  |          |                 |   | REQUESTED BY:  |
|------------------|----------|-----------------|---|----------------|
|                  | DATE     | BY              | REVISIONS   |                |
| 1                | 06/21/07 | L.W.            | MOVE EASEMENT NORTH AND WEST FOR PIPE REPLACEMENT | J. MATTHEWS    |
| 2                |          |                 |   |                |
| 3                |          |                 |   |                |
| 4                |          |                 |   |                |
| JOB NAME: 06-065 |          | FIELD DATE: N/A | DATE: 06/21/07                                    | SCALE: 1"=200' |
|                  |          |                 | DRAWN BY: L.W.                                    | CHECKED BY:    |

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

## SEMINOLE COUNTY

ENGINEERING DEPARTMENT  
SURVEY SECTION  
520 W. LAKE MARY BLVD.  
SANFORD, FLORIDA 32773  
(407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

BY:

*Gary A. Leise*

GARY A. LEISE P.L.S. FLA. CERT.# 4723

## LEGEND

△ CENTRAL ANGLE (DELTA)  
R - RADIUS  
CB - CHORD BEARING  
L - ARC LENGTH  
C - CHORD  
○ SET IRON PIN OR PIPE  
◦ FOUND IRON PIN OR PIPE  
□ SET CONCRETE MONUMENT  
■ FOUND CONCRETE MONUMENT  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.O.T - POINT OF TERMINATION  
R/W - RIGHT OF WAY  
D - DEED  
C/L - CENTERLINE  
UTIL - UTILITY

PB - PLAT BOOK  
PG - PAGE (S)  
ORB - OFFICIAL RECORDS BOOK  
SEC - SECTION - TOWNSHIP - RANGE  
PCL - PARCEL  
PC - POINT OF CURVATURE  
PT - POINT OF TANGENCY  
PI - POINT OF INTERSECTION  
PCC - POINT OF COMPOUND CURVE  
PRC - POINT OF REVERSE CURVE  
M - MEASURED  
P - PLAT  
F - FIELD  
C - CALCULATED  
P/L - PROPERTY LINE  
ESMT - EASEMENT

FIELD DATE: N/A

DATE: 06/21/07

JOB NAME: 06-065

SCALE: 1"=200'

DRAWN BY: L.W.

CHECKED BY: